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7 **UNITED STATES DISTRICT COURT**
8 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
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10 BRIGITTE BOGART,
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12 Plaintiff,

13 v.

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15 RTW RETAILWINDS ACQUISITION
16 LLC, a Delaware limited liability
17 company; SAADIA GROUP LLC, a
18 New York limited liability company; and
DOES 1 through 10,

19 Defendants.
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Case No.: 8:23-cv-01268-SSS-DFMx

FINAL JUDGMENT

21 After full consideration of the pleadings and papers on file in this case
22 and the evidence on record, **IT IS HEREBY ORDERED** that:

23 Plaintiff Brigitte Bogart shall recover from Defendants, RTW
24 Retailwinds Acquisition LLC and Saadia Group LLC, \$466,230.76 for unpaid
25 wages and waiting time penalties; pre-judgment interest on unpaid wages from
26 January 13, 2023, through the date of entry of the Default Judgment at the rate
27 of \$129.51, per day, pre-judgment on the waiting time penalties from February
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1 12, 2023, through the date of entry of the Default Judgment at the rate of
2 \$13.40, per day, and post-judgment interest.

3 In addition, the Court **DECLARES** the post-employment non-
4 competition and non-solicitation provisions, and the forum of New York and the
5 choice of law provisions in, without limitation, Paragraphs 10, 11, 12, 13, 14,
6 16, and 20, of the Employment Agreement are invalid and illegal under
7 California law, are not enforceable against Plaintiff, and cannot be a basis to
8 deny Plaintiff her severance; and the waiver and release of claims, and the post-
9 employment non-competition and non-solicitation provisions in, without
10 limitation, Paragraphs 4, 5, and 7, of the Separation Agreement, would also be
11 invalid and illegal under California law, so that Defendants could not properly
12 require Plaintiff to sign the Separation Agreement in order to receive her
13 severance.

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15 **IT IS SO ORDERED.**

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17 DATED: April 28, 2025



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SUNSHINE S. SYKES
United States District Judge